

Department of General Services Procurement Division 707 Third Street, 2nd Floor West Sacramento, CA 95605-2811

State of California CONTRACT NOTIFICATION

****MANDATORY****

CONTRACT NUMBER: 1-08-89-89

DESCRIPTION: Table Sauces

CONTRACTOR(S): Titus Enterprises, Inc.

CONTRACT TERM: October 1, 2008 thru September 30, 2009

DISTRIBUTION LIST: Statewide Institutions

STATE CONTRACT Ashley Lockwood 916-375-4575

original signed Date: August 25, 2008

ashley.lockwood@dgs.ca.gov

Dion Campos, Food Acquisitions Manager

Table of Contents

| 1. | Quick Reference Quide | page 3 |
|----|----------------------------|----------------|
| | General Terms & Conditions | • |
| 3. | Agency/User's Guide | .pages 10 - 12 |
| 4. | Contractor's Guide | .pages 13 – 15 |

Attachments

| 5. | Cost Sheets | (1 page) |
|----|--------------------------|-----------|
| 6. | Specifications | (6 pages) |
| | Nutritional Facts Sheets | |
| 8. | Kosher Certifications | (4 page) |

Quick Reference Guide

Both the State and the contractor(s) have assigned contract administrators as the single points of contact for problem resolution and related contract issues.

State Contract Administrator:

Administrator: Ashley Lockwood

Address: DGS/Procurement Division

707 3rd Street, 2nd Floor, MS201 West Sacramento, CA 95605

Phone: (916) 375-4575 Fax: (916) 375-4439

Email Address: ashley.lockwood@dgs.ca.gov

Supplier Contact Information:

Contact: Yolanda Barajas
Address: Titus Enterprises
2651 F. Byrd Ave

2651 E. Byrd Ave. Fresno, CA 93706

Phone: (559) 495-0890 Fax: (559) 495-0891 Email Address: yolanda@titusent.com

Federal

Employee Tax ID #: 77-0546674

Office of Small

Business and

DVBE Certification #: 21235

Terms of Contract:

OfferedTerms of

Payment: ½%; 10 days
FOB: Destination
Minimum Order: 4 cases
Product Price Terms: Firm Fixed

Due Date of PO to

Supplier: 15 days prior to delivery

General Terms & Conditions

1. SCOPE

The State's contract with Titus Enterprises, Inc. is to provide Table Sauces at contracted pricing to the State of California in accordance with the requirements of Contract # 1-08-89-89. The contractor shall supply the entire portfolio of products as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of Table Sauces to the State.

The contract term is for 1 year. The State has the right to exercise the option to extend the contract for an additional 1 year (or any portion thereof) upon mutual agreement with the contractor. Terms and conditions shall remain the same for the entire contract period including any extensions.

All contract extensions shall be time-based for the stated term and will not have limits to the amount of product quantities guaranteed during the extension term (Exception: see Contractors Guide No. 6).

2. CONTRACT PRICING STRUCTURE

All pricing is listed on Attachment, Cost Sheets
All contract items are mandatory, there will be no exceptions.

3. ORDERING PROCEDURE:

State departments must submit a Purchasing Authority Purchase Order (Std. 65) directly to the contractor. Agency billing code numbers are required for placement of *all* orders.

There are three ordering methods available on this contract:

- U.S. Mail
- Facsimile
- Email

When using any of the three ordering methods, all State departments must conform to proper State procedures.

Contractor Ordering Information

The ordering information for each contractor is listed in the Quick Reference Guide, Supplier Contact Information.

The contractor must receive agency Purchasing Authority Purchase Order (STD 65) and the delivery schedule 15 days prior to the requested first date of the delivery schedule. The Contractor shall then confirm with the Institution its' desired delivery schedule. All deliveries are to be made according to the requested delivery schedule or preferred one-time delivery.

General Terms & Conditions continue...

The contractor shall reject Agency's Purchasing Authority Purchase Order (STD 65) that fails to comply with the terms of the above paragraph.

Such rejected Purchasing Authority Purchase Order (STD 65) may be re-submitted for delivery the following month.

If a new contract is <u>not</u> in place by the first day of the expiring month of this contract, purchase orders can be submitted up to the final day of contract expiration. Quantities should be relative to regular ordering patterns. Excessive quantities will be reviewed by the State and Contractor for acceptance. The Contractor will be responsible for the deliveries on this contract up to thirty (30) days past the expiration date of the contract.

<u>Upon receipt of a Purchase Order - Std. 65 (P.O), each Contractor is required to send a copy of each customer's submitted P.O to the contract administrator.</u>

4. ORDER LIMITS

The minimum order shall be **4 cases** per delivery. Orders for less than the minimum order shall be considered non-contract and may be purchased from other sources.

5. ORDER ACKNOWLEDGEMENT

The contractor shall provide the ordering agencies with an order receipt acknowledgement containing a unique order number either via e-mail or facsimile within 48 hours of receipt of order.

The acknowledgement shall include:

- Ordering Agency Name
- Purchase Order Number
- Total Cost
- Delivery Date

6. FREIGHT ON BOARD (F.O.B.) DESTINATION

All prices are F.O.B. destination; freight prepaid by the contractor, to the ordering organization's receiving point. Responsibility and liability for loss or damage for all orders will remain with the contractor until final inspection and acceptance, when all responsibility will pass to the ordering organization, except the responsibility for latent defects, fraud, and the warranty obligations.

General Terms & Conditions continue...

7. EMERGENCY/EXPEDITED ORDERS

If there is an emergency order, the contractor has the right to accept shorter delivery times, which will be subject to LESS-THAN-TRUCKLOAD (LTL) freight rates.

Contractor shall notify the ordering agency upon receipt of the order that such higher freight rates are forthcoming. Such notification shall be by telephone and confirmed in writing within 24 hours of receipt of any late order against this contract.

In addition to normal delivery schedules in all other California counties, the contractor is requested to make deliveries, during off-peak hours, only in these areas: Los Angeles County, Orange County, San Bernardino-Metropolitan area, and the San Diego-Metropolitan area. Off peak hours are 10:00 am to 4:00 pm.

8. SHIPPED ORDERS/PRESERVATION, PACKAGING & PACKING

Unless otherwise specified, preservation, packaging and packing shall be to a degree of protection to preclude damage to containers and/or contents thereof under normal shipping conditions. Handling, etc., shall conform to normal commercial practices and applicable carrier rules and regulations involving shipment from the contractor to the receiving agency for storage.

Packaging and shipping containers shall be in compliance with National Motor freight Classification and Uniform Freight Classification. (Reference www.nmfta.org for information; issue in effect at time of shipment.)

Each shipping case or shipping unit shall clearly indicate the manufacturer or contractor, a complete description including size and quantity, manufacturer's product code number (if applicable) and net weight.

All shipments must comply with General Provisions; Paragraph 12 entitled "Packing and Shipment". The General Provisions are available at: http://www.documents.dgs.ca.gov/pd/modellang/GPnonIT0407.pdf

Foil, that may present a security or safety risk, is not acceptable packaging material.

General Terms & Conditions continue...

9. PALLETIZATION

All pallets employed in the delivery of goods shall be of sturdy construction and adequate condition to assure delivery of the goods without damage to the goods or safety hazards.

Exchange pallets may be available; however, the State assumes no responsibility for the availability to exchange pallets. Delivery drivers shall not remove more pallets from the institutions than delivering at time of delivery.

10. QUALITY ASSURANCE

All products ordered shall be delivered under acceptable standard sanitary conditions and must be in the correct quantity and free of damage.

The contractor shall provide recall notification, regardless of level, in writing to the State and each institution through the most expedient method possible. The notices, at a minimum, shall include a complete product description and/or identification, contract number, delivery order number and disposition instructions. The contractor shall issue replacement of product or credit for any product removed or recalled. Each facility shall have the option of accepting either replacement product or credit in exchange for recalled/removed products.

11. INVOICING REQUIREMENTS

Ordering Agencies may require separate invoicing, as specified by each ordering organization. Invoices will contain the following information:

- Contractor's name, address and telephone number
- State's contract number
- Agency purchase order number
- Item and commodity code number
- Quantity purchased
- Contract price and extension
- State sales and/or use tax
- Prompt payment discounts/cash discounts, if applicable
- · Totals for each order

The contractor shall render invoices as instructed on individual orders. Invoices shall include the order number, the contract number, the item number, the description, the unit price, the extension, and the terms for payment.

General Terms & Conditions continue...

12. SPECIFICATIONS

The offered product(s) must be in accordance with the attached bid specifications:

Item 1: 8950-08BS-008; Sauce, Soy, Non-Fermented; June 18, 2008

Item 2: 8950-08BS-009; Sauce, Worcestershire; June 18, 2008

Item 3: 8950-08BS-007R1; Sauce, Barbecue; July 21, 2008

Item 4: 8950-08BS-010; Smoke, Liquid; June 18, 2008

All items furnished shall be latest pack on date of shipment and shall be first quality when grade is not specified.

13. PAYMENT

Offered payment terms for this contract are as follows:

| Contractor | Terms |
|------------------------|----------------|
| Titus Enterprises, Inc | 1/2% ; 10 Days |

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 etc. seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty-five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

14. PRICES

Prices will be **firm fixed** for the duration of the contract, including any extensions.

15. FORCED, CONVICT, AND INDENTURED LABOR

No foreign-made equipment, materials, or supplies furnished to the State pursuant to this contract may be produced in whole or in part by forced labor, convict labor, or indentured labor. The contractor agrees to comply with this provision of the contract.

16. ATTACHMENTS

- Contract Pricing
- State Specification(s)

8950-08BS-008; Sauce, Soy, Non-Fermented; June 18, 2008 8950-08BS-009; Sauce, Worcestershire; June 18, 2008 8950-08BS-007R1; Sauce, Barbecue; July 21, 2008 8950-08BS-010; Smoke, Liquid; June 18, 2008

- Nutritional Facts
- Kosher Certificates (if applicable)

Agency/Users Guide

1. CONTRACT USAGE/RULES

- A. The use of this contract is mandatory for all State agencies participating in this contract.
- B. Ordering State departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contract Manual Volume 2 and 3, as applicable.
- C. Prior to placing orders against this contract, State departments must have been granted purchasing authority by the Department of General Services, Procurement division (DGS/PD) for the use of the State's statewide contracts. The department's current purchasing authority number must be entered in the appropriate location on each purchase document. Departments that have not been granted purchasing authority by DGS/PD for the use of the State's statewide contracts may access the Purchasing Authority Application at http://www.pd.dgs.ca.gov/deleg/pamanual.htm or may contact DGS/PD's Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.
- D. State departments are required to have a Department of General Services (DGS) agency billing code prior to using this contract. DGS agency billing codes may be obtained by contacting the DGS billing code contact and providing the following:
 - State Department Name
 - Contact name
 - Telephone number
 - Mailing address
 - Facsimile number and e-mail address

Email the required information to the following DGS billing code contacts:

- Marilyn.ebert@dgs.ca.gov and
- Wilson.lee@dgs.ca.gov

2. DGS ADMINISTRATIVE FEES

The DGS will bill each State department an administrative fee for use of this statewide contract. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS. (For current fees you may click on "DGS Price Book" at: http://www.ofs.dgs.ca.gov/Price+Book/P/Purchasing.htm.

Agency/Users Guide continue...

3. PROBLEM RESOLUTION

The first step in problem resolution is to call the contractor(s) directly. Ordering agencies with unresolved issues should immediately notify the State's contract administrator for resolution. Agency must submit a completed Contractor Performance Report to the contract administrator within 3 days of occurance.

4. PURCHASE EXECUTION

- A. State departments must use the Purchasing Authority Purchase Order (Std. 65). An electronic version of the Std. 65 is available at the Office of State Publishing web site: http://www.dgs.ca.gov/osp (select Standard Forms).
- B. All State agencies will submit a copy of any executed purchase order(s) documents to:

DGS/Procurement Division (IMS# Z-1)
Attn: Data Entry Unit, Second Floor, MS 203
707 Third Street, 2nd Floor North
West Sacramento, CA 95605-2811

5. PAYEE DATA RECORD

Each State accounting office must have a copy of the Payee Data Record (Std. 204) in order to process payments. Agencies should forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed. Copies of the awardees Payee Data Records are on file. Should an agency need a copy, please contact the contract administrator for this contract.

The Federal Employee ID numbers are listed below:

| Contractor Name | Federal Employee ID Number |
|------------------------|----------------------------|
| Titus Enterprises, Inc | 77-0546674 |

6. SMALL BUSINESS CERTIFICATION

The small business (SB) certification(s) is listed below. Agencies can verify that the certifications are currently valid at the following website: http://www.pd.dgs.ca.gov/smbus/default.htm.

| Contractor Name | OSDS Certification # |
|------------------------|----------------------|
| Titus Enterprises, Inc | 21235 |

Agency/Users Guide continue...

7. AGENCY NOTE: DRUG-FREE WORKPLACE CERTIFICATION

The contractor certified under penalty of perjury under the laws of the State of California that the Contractor(s) will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the actions required of Government Code Section 8355(a), (b), and (c).

Based on the above, when ordering against this contract, using agencies are not required to have the Contractor(s) submit a Drug-Free Workplace Certificate.

Contractors Guide

1. DELIVERY INSTRUCTIONS

It shall be the contractor's responsibility to obtain proper clearance for delivery drivers prior to any and all deliveries throughout the California State Prison system. The contractor must contact the individual agency for specific clearance procedures, as these procedures may vary from facility to facility.

2. DELIVERY TIMELINES

This contract will be separate from any other contract. Deliveries required from this contract shall NOT be withheld due to the unavailability of goods for delivery under any other contract. Failure to deliver goods in strict conformance with the terms and conditions of this contract will incur default action as provided for under Section 26 of the General Provisions. This includes timeliness of deliveries and quality levels of items received.

NOTE: Holding orders for full truckloads is not acceptable. If your company is found doing so, without authorization from the institution(s) being delivered to, your company can be found in default of the contract.

3. CONTRACTOR REPORTING REQUIREMENTS

The requirement to provide contract activity reports is a mandatory contract requirement that speaks to the issue of your firm being a responsible supplier to the State of California. The required reports shall be submitted to the State **monthly**, commencing on the 5th day of the proceeding month to the Contract Administrator. If the State does not receive the required reports by the required dates, your firm may be prevented from bidding on future bids until such time we receive these reports. A sample of this report is attached in Section VIII, Forms & Attachments, and Attachment 1. The State's form must be used (if you did not receive a copy, request a copy via email from the contract administrator). The report must be done in the State's Excel spreadsheet form, and submitted to the contract administrator by disk or by email. This report must be done per order, per commodity, per institution. Invoice copies or list of purchase orders will not fulfill this requirement. This report is to include:

- 1. Agency Name
- 2. Purchase Order Number
- 3. Purchase Order Date
- 4. Number of Deliveries per PO
- 5. Delivery Date
- 6. Agency Billing Code
- 7. Line Item Number & Description
- 8. Quantity Ordered
- 9. Contract Cost Per Unit
- 10. Total cost Item
- 11. Total per PO, Per Delivery
- 12. Monthly Grand Total per Institution

Contractors Guide continue...

The contractor must total each PO, each Institution, and a grand total for the complete month.

4. 30-DAY TERMINATION

The State may terminate this contract for convenience upon thirty (30) days written notice. Upon termination or other expiration of this contract, each party will assist the other party in an orderly termination of the contract, as to facilitate the orderly, non-disrupted business continuation of each party.

5. QUANTITY

Quantities shown for each line item are estimated and are the anticipated purchasing pattern. Actual purchases may vary from this pattern. The State will not be obligated to purchase contractors' excess inventory of any line item if actual purchases vary from the anticipated purchasing pattern. The State may purchase these items from other than the contractor in the event of an emergency.

6. CONTRACT DOLLAR VALUE

If the contract dollar value plus 40% is expended before the expiration date, the contractor shall notify the State contract administrator immediately. The contractor is responsible for providing a written notification along with providing all usage reports for justification. The contract shall include a statement of intention to either continue or terminate the contract. The contractor may continue to accept orders until the State returns a written decision of the disposition of the contract. At that time, the contract may be terminated by either party or, by mutual agreement, be allowed to continue until the expiration date or such other date mutually agreed upon.

The contractor shall refuse to accept any orders after a date set for termination, and the state may declaim liability for any purchases made after such date. The total dollar value of this contract is subject to a variance. If the expiration date occurs before the contract dollar value less 20% is expended, the contract may be extended, upon mutual State and Contractor's agreement, until the minimum dollar value is reached.

The State shall be excused from purchasing the minimum contract quantities to the extent that such reduced requirements are caused by closure of State facilities, cancellation, or reduction of State programs or lack of appropriations.

Contractors Guide continue...

7. MODIFICATION OF CONTRACT

Delivery sites may be added or deleted as deemed necessary by DGS' Procurement Division.

At the discretion of the State, any contract may be modified in whole or in part upon mutual agreement of both parties. Such modifications shall be in writing, signed and dated by an authorized representative of each party.

8. EMERGENCY EXTENSION OPTION

In the event of an emergency, the State upon mutual agreement with the contractor may extend the contract for up to one (1) additional year beyond the stated term and any noted extensions. Extensions during this period may occur in various increments until the establishment of a new contract (the total of the Emergency extension(s) terms shall not exceed one (1) additional year). All original Terms and Conditions shall remain the same during the extensions. Emergency Extension option may be exercised in the event that a replacement contract cannot be established due to the protest of Intent to Award, loss of key State procurement staff, or other circumstance that would otherwise cause an unanticipated disruption in the State contracting process.

Contract (Mandatory) 1-08-89-89 Cost Sheets

THESE PRODUCTS ARE ALL KOSHER

| Item | Unit | Commodity # | Description | Unit Price |
|------|------|-----------------|-----------------------|------------|
| (1) | CS | 8950-920-0373-8 | Sauce, Soy | \$ 12.10 |
| | | Manufacturer: | The Langlois Company | |
| | | Brand Offered: | Rich-In-All | |
| | | Packaging: | 4/1 gallon | |
| | | Product Code: | 376 | |
| (2) | CS | 8950-920-0374-0 | Sauce, Worcestershire | \$ 13.54 |
| | | Manufacturer: | The Langlois Company | |
| | | Brand Offered: | Rich-In-All | |
| | | Packaging: | 4/1 gallon | |
| | | Product Code: | 375 | |
| (3) | CS | 8950-920-1098-6 | Sauce, Barbecue | \$ 19.00 |
| | | Manufacturer: | The Langlois Company | |
| | | Brand Offered: | Rich-In-All | |
| | | Packaging: | 4/1 gallon | |
| | | Product Code: | 025 | |
| (4) | CS | 8950-920-0209-6 | Smoke, Liquid | \$ 25.00 |
| | | Manufacturer: | The Langlois Company | |
| | | Brand Offered: | Rich-In-All | |
| | | Packaging: | 4/1 gallon | |
| | | Product Code: | 389 | |



STATE OF CALIFORNIA

Bid Specification

8950-08BS-008

Sauce, Soy, Non-Fermented

1.0 SCOPE

This bid specification establishes requirements for non-fermented soy sauce packed in commercially acceptable containers suitable for use by State of California Institutions.

2.0 REQUIREMENTS

- 2.1 The product shall comply with all applicable Federal & State mandatory requirements and regulations relating to the preparation, packaging, labeling, storage, distribution, and sales of the product within the commercial marketplace.
- 2.2 The product shall be prepared in accordance with the 21 CFR §110, Current Good Manufacturing Practice in Manufacturing, Packing, or Holding Human Food.
- 2.3 The product shall comply with the provisions of the Federal Food, Drug, and Cosmetic Act and regulations promulgated thereunder.
- 2.4 Chemical ingredients shall be of Food Chemical Codex purity.
- 2.5 Natural and/or artificial flavors, colors & other additives used shall be in accordance with and previously approved under the Food, Drug & Cosmetic Act.

3.0 SALIENT CHARACTERISTICS

- 3.1 The soy sauce shall be ready-to-use and commercially available as non-fermented soy sauce.
- 3.2 The soy sauce shall be a blend of hydrolyzed vegetable protein, salt, corn syrup or sugar, caramel color, and water. The soy sauce may contain vinegar and/or organic acids (such as acetic or citric acid), and preservatives.
- 3.3 The soy sauce shall be bottled hot, at a minimum temperature of 185°F (85°C), to preserve the product without impairing quality.
- 3.4 The soy sauce shall be a clear dark-brown liquid practically free of sediment.
- 3.5 The soy sauce shall have a well-blended, palatable, tart and salty flavor, and possess the aroma, body, and character typical of this type of sauce.

4.0 ANALYTICAL REQUIREMENTS

Chemical analyses shall be made in accordance with the latest edition of the Official Methods of analysis of the Association of the Official Analytical Chemists (AOAC).

| Parameter | %by weight | Parameter | % by weight |
|-------------------------------------|---------------|------------------------------|-------------|
| Titratable acidity (as acetic acid) | 0.8 to 1.6 | Invert sugar- maximum | 10.0 |
| Total Salt (as NaCl) | 13.0 to 21.0 | Alcohol | |
| PH (value) | 4.5 to 6.0 | Total-solids-Vacuum-Oven-min | 32.0 |
| Protein (Nx6.25)- minimum | 4.5 | Sodium | |

5.0 PACKAGING, MARKING & SHIPPING

All packaging shall be original factory packaging. All unit containers shall be plastic. **Glass containers are not allowed.**

STATE OF CALIFORNIA



Bid Specification

8950-08BS-009

Sauce, Worcestershire

1.0 SCOPE

This bid specification establishes requirements for worcestershire sauce packed in commercially acceptable containers suitable for use by State of California Institutions.

2.0 REQUIREMENTS

- 2.1 The product shall comply with all applicable Federal & State mandatory requirements and regulations relating to the preparation, packaging, labeling, storage, distribution, and sales of the product within the commercial marketplace.
- 2.2 The product shall be prepared in accordance with the 21 CFR §110, Current Good Manufacturing Practice in Manufacturing, Packing, or Holding Human Food.
- 2.3 The product shall comply with the provisions of the Federal Food, Drug, and Cosmetic Act and regulations promulgated thereunder.
- 2.4 The product shall possess an odor & a flavor typical of its type. No off-flavors or off-odors shall be detectable.
- 2.5 Chemical ingredients shall be of Food Chemical Codex purity.
- 2.6 Natural and/or artificial flavors, colors & other additives used shall be in accordance with and previously approved under the Food, Drug & Cosmetic Act.

3.0 SALIENT CHARACTERISTICS

- 3.1 Worcestershire sauce shall be a thin, liquid sauce with a brown to dark-brown color & a tart, fruit-spice flavor.
- 3.2 Worcestershire sauce shall be prepared from water, vinegar, soy sauce and/or hydrolyzed vegetable protein, garlic & sugar.
- 3.3 Optional ingredients used are citrus fruit juice or fruit juice solids of lime or grapefruit; fish (anchovies or pickled herring); tamarinds, spices, vegetables (eschalots or onions); condiments (walnut catsup, mushroom catsup); flavors (oil of lemon, lime or grapefruit; beef extract or protein hydrolyzate), caramel color (acid proof); & nutritive carbohydrate sweeteners.
- 3.4 Worcestershire sauce shall be blended, aged, & bottled in accordance with good commercial practices. Care shall be exercised to process the sauce so that no fermentation occurs in the bottled sauce.

4.0 ANALYTICAL REQUIREMENTS

4.1 Chemical analyses shall be made in accordance with the latest edition of the Official Methods of analysis of the Association of the Official Analytical Chemists.

4.2 The Worcestershire sauce shall comply with the following requirements:

| Parameter | % | Parameter | % |
|-------------------------------------|-------------|--------------|---------------|
| Titratable acidity (as acetic acid) | 2.8 to 3.75 | Total solids | 16.0 to 30.00 |
| Salt | 2.5 to 3.75 | рН | 03.2 to 03.80 |

5.0 PACKAGING, MARKING & SHIPPING

All packaging shall be original factory packaging. All unit containers shall be plastic. **Glass containers are not allowed.**

STATE OF CALIFORNIA



Bid Specification

8950-08BS-007R1

Sauce, Barbecue

1.0 SCOPE

This bid specification establishes requirements for barbecue sauce packed in commercially acceptable containers suitable for use by State of California Institutions.

2.0 GENERAL REQUIREMENTS

- 2.1 The product shall comply with all applicable Federal & State mandatory requirements and regulations relating to the preparation, packaging, labeling, storage, distribution, and sales of the product within the commercial marketplace.
- 2.2 The product shall be prepared in accordance with the 21 CFR §110, Current Good Manufacturing Practice in Manufacturing, Packing, or Holding Human Food.
- 2.3 The product shall comply with the provisions of the Federal Food, Drug, and Cosmetic Act and regulations promulgated thereunder.

3.0 REQUIREMENTS

- 3.1 The barbecue sauce may contain ingredients such as, but not limited to, high fructose corn syrup or other sweeteners, water, tomato concentrate (water and tomato paste) (tomato concentrates shall comply with the standard of identity in 21 CFR §155.191), distilled vinegar, molasses, fruit purees, spices, salt, modified food starch, xanthan gum or guar gum, natural flavors, and other ingredients characteristic of each flavor.
- 3.2 The barbecue sauce shall be smooth and possess a consistency such that not more than a slight separation of free liquid occurs. The barbecue sauce my have small pieces of vegetable particulates and spices.
- 3.3 The barbecue sauce shall possess an odor & a flavor typical of its type. No off-flavors or off-odors shall be detectable.
- 3.4 The barbecue sauce shall be deep reddish brown to dark brown and shall be smooth, glossy and moderately thick.
- 3.5 The barbecue sauce ingredients shall be of Food Chemical Codex purity.
- 3.6 Natural and/or artificial flavors, colors & other additives used shall be in accordance with and previously approved under the Food, Drug & Cosmetic Act.

4.0 REFERENCE BRAND LIST

- 4.1 The products contained in the following table have been found to be acceptable in quality & meet the requirements of this specification.
- 4.2 Alternative products offered shall be comparable to the reference brand.
- 4.3 A sensory panel will determine final acceptability of low bid alternative product(s).
- 4.4 Items furnished shall be identical in all respects to that item originally submitted & evaluated for acceptance.
- 4.5 Manufacturers are required to notify the Department of General Services, Procurement Division of any changes in product & product identification described below.

| # | Manufacturer | Brand | # | Manufacturer | Brand |
|---|-----------------|-----------------------------|---|--------------------|------------------------------|
| 1 | Heinz | Barbecue Sauce | 5 | Wilsey Foods | Trailhand |
| 2 | R.T. French Co. | Cattleman's Mild & Smoky | 6 | Langlois | Rich-N-All, You Bet # 881 |
| 3 | General Foods | Open Pit (Original & Smoky) | 7 | Felbro | Old Station (Mild) |
| 4 | Durkee Foods | Chris & Pitts | 8 | Mrs. Clark's Foods | Barbecue Sauce, 7108 |

5.0 PACKAGING, MARKING & SHIPPING

All packaging shall be original factory packaging. All unit containers shall be plastic. **Glass containers are not allowed.**

STATE OF CALIFORNIA



Bid Specification

8950-08BS-010

Smoke, Liquid

1.0 SCOPE

This bid specification establishes requirements for liquid smoke packed in commercially acceptable containers suitable for use by State of California Institutions.

2.0 REQUIREMENTS

- 2.1 The product shall comply with all applicable Federal & State mandatory requirements and regulations relating to the preparation, packaging, labeling, storage, distribution, and sales of the product within the commercial marketplace.
- 2.2 The product shall be prepared in accordance with the 21 CFR §110, Current Good Manufacturing Practice in Manufacturing, Packing, or Holding Human Food.
- 2.3 The product shall comply with the provisions of the Federal Food, Drug, and Cosmetic Act and regulations promulgated thereunder.
- 2.4 The product shall possess an odor & a flavor typical of its type. No off-flavors or off-odors shall be detectable.
- 2.5 Chemical ingredients shall be of Food Chemical Codex purity.
- 2.6 Natural and/or artificial flavors, colors & other additives used shall be in accordance with and previously approved under the Food, Drug & Cosmetic Act.

3.0 SALIENT CHARACTERISTICS

- 3.1 The liquid smoke shall be a blend of natural liquid smoke, polysorbate 80, artificial color, and water.
- 3.2 The liquid smoke shall have a delicious smoke flavor.
- 3.3 The liquid smoke shall be a dark-brown liquid free of all foreign material.
- 3.4 The liquid smoke shall be free of rancid, bitter, musty, or other undesirable flavor or odors.

4.0 RERERENCE BRANDS

The reference brand is:

Product: Liquid Smoke Brand: Rich-In-All

Manufacturer: The Langlois Company

5.0 PACKAGING, MARKING & SHIPPING

All packaging shall be original factory packaging. All unit containers shall be plastic. **Glass containers are not allowed.**

10810 San Sevaine Way - Miria Loma, California 91752-1116 - (951) 360-3900 - Fax(951) 360-3465

PRODUCT

FOOD GRADE

DESCRIPTION

CONTAINER

YIELD

USES

INCREDIENTS

NUTRITION

SOY SAUCE #376

This product shall be of food grade and in all respects, including labeling, in compliance with the Federal Food, Drug, and Cosmetic Act of 1939 as amended and all applicable regulations thereunder.

This fine product is an imitation soy sauce. The flavor is slightly sweet and tangy with just a hint of saltiness. The color is a dark brown, almost black and the consistency is as thin as water. This is not a naturally browed soy sauce. This product shall be free of rancid, bitter, musty, or other undesirable flavors or odors. The product shall be free of all types of foreign material as can be achieved through Good Manufacturing Practices.

4/1 gallon cases.

Approximately 256 servings (1 TBSP or 16g) per gallon,

Commonly used as a condiment in Asian cooking. Can be poured directly over meats, vogetables, or grains. Used as a marinade. Can also be used as an ingredient in sauces or marinades.

Water, Hydrolyzod Vegetable Protein, Sait, Com Sweeteners, Caramel Color, Sodium Banzoate & Potassium Sorbate (as preservatives), Citric Acid. ALLERGY WARNING CONTAINS: SOY

| Nutrition Serving Size 1 To | on | Fa | cts |
|---|----------|-------------|-----------|
| Amount Per Serving | SSP (1 | oB) | |
| Calories 5 | Calo | ries fro | m Fat (|
| | | | Ily Value |
| Total Fat 0g | | | 0% |
| Saturated Fat C |)B | | 0% |
| Trans Fat Og | | .,,2 | |
| Cholesteral Omg | | | 0% |
| Sodium 590mg | | | 24% |
| Total Carbohydra | re 1a | | 17% |
| Dietary Fiber Og | | | 0% |
| Sugars Og | <u>'</u> | | U78 |
| Protein Og | | | |
| و المراجع ا | | | |
| Vitemin A 0% | - Ving | min C | 0% |
| Calcium 5% | Iron | 0% | |
| Folate 0% | | | |
| Parcent Dally Valvos ore | ם ספתףם | 7.000 | valorio |



10810 SAN SEVAINE WAY . MIRA LOMA, CALIFORNIA 81752-1116 . (951) 360-3900 . FAX(951) 360-3465

PRODUCT

FOOD GRADE

DESCRIPTION

CONTAINER

YIELD

PREPARATION

USES

INGREDIENTS

NUTRITION

WORCESTERSHIRE SAUCE # 375

This product shall be of food grade and in all respects, including labeling, in compliance with the Federal Food, Drug, and Cosmetic Act of 1939 as amended and all applicable regulations thereunder.

This fine product is a high quality Worcestershire Sauce. This Worcestershire Sauce has a dark brown color and a distinctive targy and spicy flavor. This product shall be free of rancid, bitter, musty, or other undesirable flavors or odors. The product shall be free of all types of foreign material as can be achieved through Good Manufacturing Practices.

4/1 gailon cases.

Approximately 256 servings (1 TBSP or 16g) per gailan.

This product is ready to use. Pour directly over meat as a marinade, or use as an ingredient for making sauces, meals, or drinks.

This product is commonly used as a marinade for beef, pork, and chicken. It is also a common ingredient in sauces, stews, etc. It is a common ingredient found in Bloody Mary Cocktails.

Water, Distilled Vinegar, 50y Base (molasses, caramel color, hydrolyzed soy protein, salt), Glucose Com Syrup, High Fructose Com Syrup, Salt, Citric Acid, Garlic, Sugar, Anchovies, Tamarind, Natural Flavors, Sodium Benzoate (a preservative).

| Nutritic Serving Size 1 TB | on Facts |
|-------------------------------|-------------------------|
| Amount, Per Serving | |
| Calories 10 | Calories from Fat 0 |
| | % Daily Value* |
| Total Fat 0g | 0% |
| Saturated Fat 0 | 0% |
| Trans Fat 0g | |
| Cholesterol Omg | 0% |
| Sodium 160mg | 7% |
| Total Carbohydra | te 2g 1% |
| Dictary Fiber 0g | 0% |
| Sugare 1g | |
| Protein 0g | |
| | |
| Vitamin A 0% | Vitemin C 0% |
| Calcium 0% - | Iron 0% |
| Folate 0% | |
| Percent Dally Values are | based on a 2.000 colone |

ALLERGENS: Contains Soy, Fish.



10810 SAN SEVAINE WAY * MIRA LOMA, CALIFORNIA 91752-1116 * (951) 360-3900 * FAX(951) 360-3465

PRODUCT

BBO SAUCE #025

FOOD GRADE

This product shall be of food grade and in all respects, including labeling, in compliance with the Federal Food, Drug, and Cosmetic Act of 1939 as amended and all applicable regulations thereunder.

DESCRIPTION

This fine BBQ sauce was developed to be an economical quality sauce that is perfect right out of the bottle, or makes an excellent base for making your own customized BBQ sauce. The color is a brownish-red with a nice thick texture. The perfect blend of tomato paste, vinegar, and spices gives this sauce an excellent flavor. This product shall be free of rancid, bitter, musty, or other undesirable flavors or odors. The product shall be free of all types of foreign material as can be achieved through Good Manufacturing Practices.

CONTAINER

4/1 gallon cases.

YIELD

Approximately 128 servings (2 TBSP or 30g) per gallon.

USES

Commonly used as a condiment on meats. Also used as a dipping sauce or marinade. Can be used as is or makes a cost effective base for making custom BBQ sauces. Use in place of ketchup on burgers, sandwiches, or fries.

INGREDIENTS

Water, Corn Sweeteners, Tomato Paste, Vinegar, Modified Food Starches, Salt, Soybean Oil, Spices, Natural Flavors, Smeke, Sugar, Xamhan Gum, Citric Acid, Beet Powder, Sodium Benzoate & Putassium Sorbate (as preservatives), 02503604 Allergy Warning Product contains: SOY

NUTRITION (Dry Mix Only)

| | n Facts |
|-------------------------|----------------------------------|
| Serving Size 2 TB | ås (anā) |
| Ameunt Per Berring | |
| Cajories 25 . | Calories from Fat D |
| | Λε Dally Value* |
| Total Fat 0g | D% |
| Saturated Fat 0 | g 0 % |
| Trens Fal Og | |
| Cholesterol Dmg | 0% |
| Bodium 310mg | 13% |
| Total Carbohydre | ste Fg 2% |
| Diotary Fiber 05 | ም ተንዓ |
| ซีบตูลเอ 4ฐ | |
| Protein Og | |
| Lille de a cons | Vitamin € 0% |
| Vitamin A 0% | |
| Calclum 0% | - lmn 0% |
| Folete 0% | |
| Percent Daily Values of | т раван ем я 9,000 сруппа |

Case Size: 13" x 13"x 12.5"

Cube: 1.10

Tie: 12 Cases per Layer High: 6 Layers High Max Brand: RJCH- IN - AJ.L



10810 San Sevaine Way + Mira Loma. California 91752-1:116 + (951) 360-3900 - Fax(951) 360-3465

PRODUCT

FOOD GRADE

DESCRIPTION

CONTAINER

PALLET

YIELD

USES

STORAGE

INGREDIENTS

STANDARDS

NUTRITION

LIQUID SMOKE #389

This product shall be of food grade and in-all-respects, including labeling, incompliance with the Federal Food, Drug, and Cosmetic Act of 1939 as amended and all applicable regulations thereunder

This product was designed to add smoke flavor to meats, sauces, and marinades. This liquid smoke has a delicious smokey flavor. The color is dark brown. This product shall be free of rancid, bitter, musty, or other undestrable flavors or odors. The product shall be free of all types of foreign material as can be achieved through Good Manufacturing Practices.

4/1 gallon cases.

Ship Wt. 37 lbs.

Net Wt. 34.6 lbs.

Layer: 12 cases per layer.

High: 6 layers high max.

Cube: 1.10

Approximately 256 servings (1 TBSP or 16g) per gallon.

Commonly used as a flavor enhancer for sauces and marinades. Add to BBQ sauce, dipping sauces, or glazes. Use approximately 1-3 TBSP, per pound of meat. Can be diluted with water to cut flavor.

This product should be stored in a clean and dry warehouse. Product may be refrigerated after opening. Keep away from heat and excess moisture.

Water, Natural Liquid Smoke, Artificial Color (FD&C Red 40, Blue 1, and Yellow 5), Polysorbate 80.

Acrobic Plate Count Yeast & Mold 25,000 / gram max. 100 / gram max.

Salmonelia

100 / gram Neg.

E. Coli

Neg. 2.4 - 3.0

pH 2.4-

| Nutriti Serving Size Ab | | | |
|----------------------------|---------|------------------|--------------|
| Amount Por Serving | JULIE 1 | | (1-20) |
| Calories 15 | C | alories | from Fat 0 |
| | ņ. | ** | Dally Value* |
| Total Fat 0g | | | 0% |
| Saturated Fat | 0g | | 0% |
| Trans Fat Og | • | | |
| Cholesterol Omy | · | | . 0% |
| Sodium Omg | | 181 ¹ | 0% |
| Total Carbohyd | ste | 2g | 1% |
| Distary Fiber (|)g | | ρ% |
| Sugars Og | | | |
| Protein Og | | | |
| Vitamin A 0% | * 1 | √itamir | C 0% |
| Calcium 0% | . 4 | מיו | 6 |

(RICH-IN-ALL)



"The Gold Standard In Kosher"

Certificate

July 29, 2008

To Whom It May Concern:

This is to certify that THE LANGLOIS COMPANY, Mira Loma, CA manufactures kosher products under the supervision of the KOAOA.

The following products are kosher Dairy when bearing the symbol:

PRODUCT: SAUCE

Smokey Outlaw BBQ Sauce

➤ Worcestershire Sauce

PRODUCTS: CHILL Gelatin, Non-Chill S.F. Non-Chill D.S.

BRAND NAME: RICH- N- ALL

PRODUCTS:

Liquid Smoke Code 3

-> Soy Sauce

Rabbi Zvi Boruch Hollander Kashrus Administrator KOAOA

Page 3 of 3 Valid through January 31, 2009 Does not include the Passover season